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13. Logs and Logging (§ 3 (11)*)—Contract of Sale—Timber for Removal.—Where no time for the removal of timber is specified therein, a timber contract will be construed as impliedly providing for "a reasonable time" for such removal.

[Ed. Note.—For other cases, see 16 Va.-W. Va. Enc. Dig. 1215.]

14. Logs and Logging (§ 3 (7)*)—Timber Contract—Construction—"Transfer Papers Are Properly Gotten Up."—A timber contract, requiring one-half cash payment when "transfer papers are properly gotten up," meant a conveyance in writing properly acknowledged for recordation.

[Ed. Note.—For other cases, see 16 Va.-W. Va. Enc. Dig. 1212.]

Appeal from Circuit Court, Lee County.

Bill for specific performance by T. T. Adams against R. S. Hazen and others. Demurrer to bill sustained, and from a decree dismissing the bill, complainant appeals. Reversed and remanded.

Eugene C. Massie, for the appellant.

B. H. Sewell, for the appellees.

CUMBEE et al. v. RITTER.

Sept. 19, 1918.

[96 S. E. 747.]

1. Injunction (§ 118 (1)*)—Pleading—Sufficiency—Trespass on Land.—In suit to enjoin trespass and cutting of timber, a bill showing prima facie title in complainant, the destruction of timber of special value and reasonably necessary for farm uses, and alleging insolvency of defendants, is not demurrable.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 609, 611.]

2. Equity (§ 47 (1)*)—Jurisdiction—Land Titles—Boundaries.—Generally, in the absence of some peculiar equity arising out of the conduct, situation, or relation of the parties, courts of equity are without jurisdiction to settle disputes as to title and boundaries of land.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 610.]

3. Adverse Possession (§ 13*)—Hostile and Exclusive Occupancy.—The occupancy necessary to support a claim of title by adverse possession must be both hostile and exclusive..

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 204, 205.]

4. Injunction (§ 36 (2)*)—Jurisdiction—Trespass—Disputed Title.—In suit to enjoin trespass upon land and cutting of timber thereon, where both parties claim title and are exercising acts of ownership, and one fails to establish even a prima facie case, the equity court in interest of peace, law, and order should take jurisdiction.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 527.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

Appeal from Circuit Court, Giles County.

Suit by P. H. Ritter against Henrietta Cumbee and others. Decree for plaintiff, and defendant named appeals. Amended and affirmed.

W. B. Snidow, for the appellants.

Williams & Farrier, for the appellee.

WILLIAMS et al. v. WILLIAMS.

Sept. 19, 1918.

[96 S. E. 749.]

1. **Wills (§ 100*)—Joint Wills—Validity.**—Joint wills are valid.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 724.]

2. **Wills (§ 208*)—Joint Wills—Admission to Probate.**—Joint wills may be admitted to probate successively on the death of each testator as his separate will.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 764.]

3. **Wills (§ 188*)—Joint Wills—Revocation.**—Generally wills are ambulatory and revocable, despite express causes to the contrary; but, if a joint will is of contractual character, a revocation which will destroy the contract is not permissible.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 753.]

4. **Specific Performance (§ 86*)—Joint Wills—Contractual Character.**—Beneficiary under joint will is entitled to decree enforcing provisions thereof; the will being of contractual character.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 632.]

5. **Wills (§ 100*)—Joint Wills—Validity.**—It is not essential to validity of joint will that mutuality shall rest on benefit directly to the surviving testator; but, if benefit to devisees results, there is sufficient consideration.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 746.]

6. **Wills (§ 93*)—Joint Wills—Validity—Evidence.**—Direct evidence to show contractual character of joint will is not essential.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 746.]

7. **Wills (§ 93*)—Joint Wills—Validity—Evidence—Sufficiency.**—Evidence held to show that joint will was of contractual character and irrevocable.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 746.]

Appeal from Corporation Court of City of Bristol.

Bill by Nancy Williams against T. E. Williams and others. Decree for complainant, and defendants appeal. Affirmed.

White, Penn & Penn and *Hutton & Hutton*, for the appellants.

L. P. Summers, for the appellee.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.